

The Mortgagor shall have the right to prepay the principal amount of the note at any time prior to the maturity date of the note, by giving written statement to the office of the Managing Agent or Manager, and the Managing Agent or Manager, in event of the sale of the House and Other Development, dated subsequent to the 2nd anniversary of the date of the original mortgage, failing to make such note and this mortgage, being deemed released or discharged, and the right and title to the Mortgagor or the holder of the note may, at its option, be sold, all or in part, unilaterally, unrestrictedly, and absolute.

It is agreed that the Mortgagee shall have no remedy for non-payment until there is a default under this mortgage, or in the case of acceleration. It is the true intent of this instrument that if the Mortgagee shall fully perform all the terms, covenants, and agreements of this instrument and of their secured hereby, that then the mortgage shall be utterly null and void, and set to return or null the same and cancel. If there is a default in any of the terms, conditions, or covenants of this Mortgage, or if the debt secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagee waives the benefit of any appraisal laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of the premises described herein, or should the Mortgagee become a party to any suit involving the rights of the parties thereto, or expenses described herein, or should the debt secured hereby, or any part thereof, be placed in the hands of an attorney at law for collection by suit, or otherwise, all costs and expenses, including continuation of district incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately upon demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be so charged and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands, and seal, this **fifteenth** day of **October**, 1974

Signed, sealed, and delivered in presence of

Elizabeth McDaniel **SEAL**

Judith L. Garnett

Willie E. Evans **SEAL**

Fred N. McDonald

SEAL

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me **Judith L. Garnett** and made oath that he saw the authorized **Elizabeth McDaniel and Willie E. Evans** sign, seal and as **their** **with Fred N. McDonald** **and** did deliver the within deed and that deponent witnessed the execution thereof.

Judith L. Garnett

Swear to and subscribed before me this **fifteenth** day of **October**, 1974

Fred N. McDonald
Notary Public in and for the State of South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

**REINQUISITION OF DOWER
Mortgagor - Woman**

I, **Elizabeth McDaniel**, a Notary Public in and for South Carolina, do hereby certify unto you, whom it may concern that Mrs. **Judith L. Garnett**, the wife of the within-named **Fred N. McDonald**, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons, at my order, renounce, release, and forever relinquish unto the within-named **Fred N. McDonald**, his heirs, executors, administrators, successors and assigns, all her interest and estate, and also all her right, title, and claim of dower of, in, or to all and singular the premises within mentioned and released

Given under my hand and seal this

day of **October**, 1974

Victor Parris, Notary Public in and for the State of South Carolina

Received and properly indexed in
and recorded in Book **this**
Page **County, South Carolina**

day of **October**, 1974

19

Clerk

4328 RV-2